

**AGREEMENT**

**BETWEEN**

**CLIFFSIDE PARK BOARD OF EDUCATION**

**AND**

**CLIFFSIDE PARK EDUCATIONAL SECRETARIES**

**ASSOCIATION**

**JULY 1, 2009- JUNE 30, 2012**

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**AGREEMENT BETWEEN  
CLIFFSIDE PARK BOARD OF EDUCATION  
AND  
CLIFFSIDE PARK EDUCATIONAL SECRETARIES ASSOCIATION  
ARTICLE I - RECOGNITION**

Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended, the Cliffside Park Board of Education hereby recognizes the Cliffside Park Educational Secretaries Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all secretarial personnel.

Unless otherwise indicated, the term "employees" when used herein after in this Agreement, shall refer to all recognized employees represented by the Association in the negotiating unit as above defined.

**ARTICLE II - SALARIES**

- A. For the duration of this Agreement the starting salary for a new employee shall be as follows:
- |                             |                           |
|-----------------------------|---------------------------|
| <u>10 ½ Month Secretary</u> | <u>12 Month Secretary</u> |
| \$21,500.00                 | \$24,000.00               |
- B. During the fiscal year 2009-2010, 2010-2011, and 2011-2012 each employee covered by this Agreement shall receive an increase as follows:
- |                    |            |
|--------------------|------------|
| 12 month employee  | \$2,500.00 |
| 10½ month employee | \$2,200.00 |
- C. The employee assigned to the Superintendent of School Office/Board of Education Office as Payroll Secretary shall receive during the terms of the within Agreement, an additional stipend in the amount of \$3,000.00 year over the negotiated salary of such employee.
- D. The employee assigned as Residency Officer shall receive a stipend of \$3750.00 and the employee assigned as Substitute Teacher Procurer shall receive a stipend of \$4000.00 per year over their negotiated salary.
- E. The employee assigned to the Superintendent of School Office/Board of Education Office as Bookkeeper shall receive, during the term of the within Agreement, an additional stipend in the amount of \$1,250.00 per year over the negotiated salary of such employee.
- F. The regular work week for all secretaries shall be thirty five (35) hours during the school year. All work over seven hours in any one day shall be paid at the rate of one and one-half times the secretary's hourly wage. However, these overtime hours must be approved by the Building Supervisor and the Superintendent of Schools.

- G. Longevity Benefits - Secretaries who have been employed by the Cliffside Park Board of Education for the following number of years shall receive an additional sum in their yearly salary for each year during the duration of this Agreement:

10 to 15 years:	\$ 800.00
16 to 19 years:	\$1200.00
20 or more years:	\$1350.00

### ARTICLE III - ATTENDANCE BONUS

- A. An annual attendance bonus shall be awarded as follows:

1. Any secretary, except one who is on leave, who completes any school year and has not used any sick days or personal days shall receive an annual attendance bonus of \$1000.00.
2. Any secretary, except one who is on leave, who completes any school year and has not used any sick days and uses only one (1) personal day shall receive an annual attendance bonus of \$800.00.

### ARTICLE IV - RETIREMENT COMPENSATION

A secretary who retires while employed by the Cliffside Park Board of Education will receive compensation for unused sick days. He/she will receive \$150.00 every two (2) unused sick days. The total maximum dollar amount a secretary can receive is \$4500.00. Employee must have completed ten (10) years of service.

### ARTICLE V - HOURS OF WORK

- A. During the period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of the year within the Agreement the number of hours per week worked by all 12 month secretaries shall be thirty-five (35) to be served as follows:

Monday through Friday: 8:00 A.M. through 4:00 P.M.  
with one (1) hour lunch period.

- B. During the period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of the year within the Agreement the number of hours per week worked by all 10½ month secretaries shall be thirty-five (35) to be served as follows:

Monday through Friday: 8:00 A.M. through 4:00 P.M.  
with one (1) hour lunch period.

All 10½ month secretaries shall work the first five (5) working days of July, the last five (5) working days of August.

## **ARTICLE VI - SICK LEAVE**

- A. During the term of the within Agreement, all employees covered by the within Agreement shall be allowed, during each year of the within Agreement, twelve (12) days of sick leave. Said sick leave shall be cumulative, and any such sick leave that remains unused at the end of any year of the within Agreement shall be carried from year to year and until it is used in any of such subsequent years.
- B. Any secretary who uses sick leave to extend a holiday or vacation recess must present a doctor's note upon their return to work. Failure to do so will result in loss of pay.

## **ARTICLE VII - PERSONAL LEAVE**

- A. During the term of the within Agreement, all employees covered by the within Agreement shall be allowed, during each year of the within Agreement, up to four (4) personal leave days, which shall be allowed to be utilized with an explanation and required for any of the following reasons:
  - 1. Recognition of a religious holiday.
  - 2. Court subpoena.
  - 3. Urgent personal business and emergencies which cannot be handled outside of school hours.
  - 4. Funeral of a Friend.

Personal business leave that is not approved will result in loss of pay. Personal leave may not be used one week prior or one week after a holiday or vacation recess.

- B. It is recognized that personal business days may be a necessity before or after a holiday any time during the school year and such problem needs will be approved by the Superintendent if application is accompanied by an explanation. The Superintendent reserves the right to ask for and receive additional information regarding the request.
- C. In addition, leave, because of death of a member of the immediate family, shall be granted for five (5) days with full compensation. Immediate family shall include: mother, father, husband, wife, sister, brother, children, grandparents, mother-in-law, father-in-law, sister-in-law, and brother-in-law.
- D. A leave of absence, because of the death of a relative other than in the immediate family, may, in the discretion of the Superintendent, be granted for one day with full pay.
- E. The personal leave provided for herein shall not be cumulative. Application must be made at least forty-eight (48) hours prior to the day requested, except in emergencies. Applications shall be submitted to the Superintendent, whose approval, except as otherwise provided in the ARTICLE, must be obtained before leave can be taken.
- F. In the event that a secretary does not use any of the four (4) personal leave days afforded by this ARTICLE, one accumulated sick day shall be added to the secretary's sick leave account on July 1<sup>st</sup> of the following school year.

## **ARTICLE VIII - HOLIDAYS**

For all employees covered by this contract, the schedule of holidays shall be the same as the schedule of holidays published in the "School Calendar" for the school years 2009-2010, 2010-2011, and 2011-2012 as published by the Office of the Superintendent of Schools and approved by the Board of Education, except for twelve (12) month employees who shall work during the months of July and August.

## **ARTICLE IX - VACATIONS**

- A. During the term of the within Agreement, vacations shall be granted to all twelve (12) month employees covered by the within agreement as follows:
1. One day of vacation shall be granted for each completed month of employment during the first year of employment in the Cliffside Park Schools, up to a total of ten (10) working days of vacation.
  2. Two (2) calendar weeks of vacation shall be granted to all employees with one (1) full year but less than five (5) years of employment.
  3. Three (3) calendar weeks of vacation shall be granted to all employees with five (5) full years but less than ten (10) years of employment.
  4. Four (4) calendar weeks of vacation shall be granted to all employees with ten (10) or more years of employment.
  5. If any 10½ month employee is transferred to a 12 month position they shall be granted two (2) calendar weeks of vacation in their first year of employment in the new position.
  6. The vacation schedule of the secretarial staff must be planned to avoid interference with operation of the schools, the schedule must be approved by the Superintendent.

## **ARTICLE X - INSURANCE PROTECTION**

- A. During the terms of this Agreement, the Cliffside Park Board of Education shall provide the health care insurance protection designated below:
1. For all employees covered by this Agreement who remain in the employ of the Board of Education for the applicable fiscal years of 2009-2010, 2010-2011, and 2011-2012, the Board shall make payment of full individual or full family insurance premiums as appropriated in the Horizon Blue Cross Blue Shield Health Insurance Fund or equivalent health plan. Coverage provided includes hospitalization, surgical and Major Medical benefits.

2. For all employees covered by this Agreement who remain in the employ of the Board of Education for the applicable fiscal years of 2009-2010, 2010-2011, and 2011-2012, the Board shall make payment of full individual or full family insurance premiums as appropriated in the Delta Dental Plan of New Jersey or an equivalent dental plan.
3. For all employees covered by this Agreement who remain in the employ of the Board of Education for the applicable fiscal years of 2009-2010, 2010-2011, and 2011-2012, the Board shall make payment of full individual or full family insurance premiums as appropriated in the BeneRx (Argus) Prescription Plan or equivalent prescription plan (\$10.00 co-pay Brand/\$5.00 Generic) for all secretarial employees and their dependents where applicable.
4. For all employees covered by this Agreement who remain in the employ of the Board of Education for the applicable fiscal years of 2009-2010, 2010-2011, and 2011-2012, the Board shall make payment of full individual or full family insurance premiums as appropriated in the Vision Service Plan or equivalent optical plan.
5. Also let it be understood that if any additional coverage is provided to any other negotiating group, the same coverage shall be provided to all secretarial employees.
6. When available from the insurance carrier, the Board shall provide to each employee a description of the health care benefits insurance coverage under this ARTICLE.

#### **ARTICLE XI - INCLEMENT WEATHER**

During the term of the within Agreement, the following shall apply with regard to service of all employees covered by the within Agreement during inclement weather:

Secretaries shall not ordinarily report for work when schools are closed unless their services are required by the Principals, the Superintendent of Schools or the Business Administrator/Board Secretary.

#### **ARTICLE XII - POSTING OF POSITIONS**

- A. During the term of the within Agreement, the following shall apply with regard to the posting of positions which may be available to all employees covered by the within Agreement:
  1. Notice of all vacancies and new positions shall be posted in each school by the Board or its agenda.
  2. Employees interested therein must submit a written application to the Administration to which the vacancy applies.
  3. All such applicants shall be notified that their application has been received and shall be further notified in writing when the vacancy has been filled whether or not said applicant

has been selected to fill the vacancy.

### **ARTICLE XIII - GRIEVANCE PROCEDURES**

#### **A. Definitions, Basic Principles and Time Limits:**

1. A "Grievance" is a claim by an employee of the Cliffside Park School District that there has been to him/her a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing employees, or of this Agreement, except that the term "Grievance" shall not apply to a complaint of his/hers not being re-employed. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of the occurrence or event or act which gave rise to the grievance.
2. An employee or the recognized association may present, in appeal through administrative channels, grievances affecting them, free from restraint, interference, coercion, discrimination or reprisal.
3. At each step in the grievance appeal process, the responsible person in authority hearing the grievance is to apply all possible measures to adjust the grievance professionally and with complete fairness. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and consistent with prescribed procedures.
4. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administrative staff and having the grievance adjusted without intervention of the recognized organization.
5. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance appeal is filed at such time that it cannot be processed through all of the prescribed steps by the end of the then current school year, and if leaving said grievance unresolved until the beginning of the following school year could result in substantial harm to a party in interest, the stipulated time limit shall be reduced so that the grievance procedures may be exhausted prior to the end of the then current school year or as soon thereafter as practical.

#### **B. Level One - Principal:**

If an employee believes there is a basis for a grievance he/she shall first discuss the alleged grievance with his/her Building Principal, either personally or accompanied by a representative of the Cliffside Park Educational Secretaries Association. If, as a result of the informal discussion with the Principal, the grievance still exists, the employee may invoke the formal grievance procedure and present his/her grievance, in writing, to the Building Principal within five (5) school days of the informal discussion. The Principal shall inform the employee of his decision within five school days from the date the employee filed the formal grievance.



**C. Level Two - Superintendent:**

If the employee is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered with five (5) school days after the presentation of the grievance, he/she may file the grievance with the Superintendent of Schools within five (5) school days of the receipt of the decision by the Principal, or within five (5) school days of the date said decision should have been rendered. The Superintendent shall advise the employee of his decision in writing within ten (10) school days following the date of submission of the grievance to him. The decision shall state explicitly what action or recommendation the Superintendent proposed in order to resolve the grievance. The Superintendent shall consult, if necessary, with the Principal and the employee involved. The employee shall have the right to be represented by the Association if he/she so desires.

**D. Level Three - Board of Education:**

If the employee is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, he/she may request that the Board of Education review the grievance. The request shall be submitted in writing through the Superintendent of Schools within ten (10) school days of the date said decision should have been rendered. The Board of Education shall review the grievance, conduct a hearing if requested by the employee, and render a decision in writing setting forth the reasons for its decision within twenty (20) school days.

**E. Level Four - Arbitration:**

1. If the employee is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, he/she may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, whichever is sooner, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the employee.
2. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and during arbitration proceedings.

3. The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda are submitted to the arbitrator. The arbitrator's decision shall be final and binding upon the parties and shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.
4. The authority of the arbitrator shall be limited to the interpretation, application or the compliance with the provision of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and the arbitrator shall be bound by all applicable New Jersey and Federal Statutes, the Constitution of the State of New Jersey and Federal Statutes, the Constitution of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

**F. Costs of Arbitration:**

1. The Board and the Association shall each bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only cost which shall be shared by the Board and the Association and such costs will be shared equally.
3. If time is lost by an employee due to the arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay the cost of the substitute. The time lost by the employee may be charged to personal business time.

**G. Group Grievance:**

The procedures for the filing and processing of a group grievance shall be the same as the individual grievance procedures set forth herein, including the time periods specified above. A group grievance is defined as a claim, affecting a group or class of employees, that there has been, to them, a personal loss, injury or inconvenience caused by a violation, misinterpretation or inequitable application of an established policy governing employee, or of this Agreement.

**H. Emergency Procedure:**

Recognizing that emergencies may arise, and that time may not permit the prescribed procedure to operate, the following provision is inserted:

In the event an individual, group of individuals or the Association as a whole has a grievance of such nature that time will not permit the prescribed time periods to be followed, the procedure may be expedited, if the individual, group of individuals or the Association, as the case may be, states in writing the nature of the grievance together with explicit reasons why the prescribed procedures must be expedited. The grievance procedure shall be the same but each party shall be duty bound to act upon the grievance as quickly as possible.

#### **ARTICLE XIV - EMPLOYMENT PERIOD**

All employees covered by this Agreement shall be employed for ten and one half (10½) months of the school year with the exception of the Central Office employees (Board of Education Office and Superintendent of Schools Office) and miscellaneous employees who will be employed twelve (12) months of the school year.

#### **ARTICLE XV - SENIORITY**

Seniority shall be based on tenure and Title 18A of the New Jersey Administrative Code.

#### **ARTICLE XVI - DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 2009 and shall continue in effect until June 30, 2012.

In witness where the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their representatives hereon,

all on the 21 Day of OCTOBER 2009.

CLIFFSIDE PARK BOARD OF EDUCATION

By: [Signature]  
Chairperson, Negotiating Committee

By: [Signature]  
President

By: [Signature]  
Superintendent of Schools

CLIFFSIDE PARK EDUCATIONAL SECRETARIES ASSOCIATION

By: [Signature]  
Chairperson, Negotiating Committee

By: [Signature]  
President

REVISED: September 2009